

Agreement for Terminating Paging Traffic

This Agreement (“Agreement”) for terminating paging traffic is effective as of the 1st day of January 1, 2003 (the “Effective Date”), by and between State Long Distance Telephone Company (“State Long Distance”), a Wisconsin corporation, with principal offices at 216 West Walworth, Elkhorn, Wisconsin, 53121 and JSM Tele-Page, Inc. (“JSM”), a Wisconsin corporation, with principal offices at N5764 CTH TT, Sheboygan Falls, WI 53085-2330.

WHEREAS, JSM is a Radio Common Carrier operating within the State of Wisconsin;

WHEREAS, State Long Distance is a Local Exchange Carrier in the State of Wisconsin;

WHEREAS, State Long Distance has agreed to route calls originated on its network that terminate to JSM’s paging NPA/NXX in Lake Geneva, WI as local and JSM has agreed not to receive compensation for these calls;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JSM and State Long Distance hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

1.1 “Local Calling Scope” for State Long Distance is determined by the Public Service Commission of Wisconsin and currently includes the following exchanges: Elkhorn and Extended Area Service of Delavan, Lake Geneva, and Williams Bay and Extended Community Calling of Bohners Lake, Burlington, Darien, Eagle, East Troy, Palmyra, Sharon, South Sharon IL, Walworth, and Whitewater.

1.2 “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.3 “NXX” means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 codes).

1.4 “Paging Traffic” means traffic that is sent to a one-way receiver (e.g. pager). Paging Traffic is one-way in that State Long Distance will terminate Paging Traffic to JSM and JSM will not terminate Paging traffic to State Long Distance.

1.5 “Party” means either JSM or State Long Distance, and “Parties” means State Long Distance and JSM.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offerings, guides or practices, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE OF AGREEMENT

This Agreement shall cover paging traffic originated on State Long Distance's network that terminates JSM's NPA/NXX(s) located within State Long Distance's Local Calling Scope.

4.0 PAGING TRAFFIC ROUTING

State Long Distance will route paging traffic originated on its network that terminates to JSM's NPA/NXX(s) located within State Long Distance's Local Calling Scope as local and in the same manner as State Long Distance does with other telecommunications providers with whom it has an agreement to exchange local traffic. Currently, JSM's NPA/NXX located within State Long Distance's Local Calling Scope is 262/621 in Lake Geneva, WI. JSM will inform State Long Distance if it adds additional NPA/NXXs within State Long Distance's Local Calling Scope.

5.0 COMPENSATION

JSM agrees to accept, without compensation, the paging traffic that originates on State Long Distance's network.

Both Parties are responsible for their own cost to transport and terminate the paging traffic that originates on State Long Distance's network and terminates to JSM's NPA/NXX(s) located within State Long Distance's Local Calling Scope. Neither Party will seek compensation from the Other Party for the transport and termination of the paging traffic that originates on State Long Distance's network and terminates to JSM's NPA/NXX(s) located within State Long Distance's Local Calling Scope.

The terms of this Agreement does not affect the rates billed by either Party to their own customers.

6.0 TERM AND TERMINATION

6.1 Subject to the provisions of Subsection 6.2, the initial term (“Initial Term”) of this Agreement shall be for one (1) year which shall commence on the Effective Date. After the conclusion of the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (“Renewal Terms”).

6.2 After the Initial Term, either Party may terminated this Agreement with 30 days notice.

7.0 REGULATORY APPROVAL

7.1 Commission Approval. The Parties understand and agree that this Agreement will be filed by State Long Distance with the Commission and may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party’s ability, independent of such Party’s agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

8.0 MISCELLANEOUS

8.1 Authorization

8.1.1 State Long Distance is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

8.1.2 JSM is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

8.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

8.3 Independent Contractors. Neither this Agreement, nor any actions taken by JSM or State Long Distance, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between JSM and State Long Distance, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by JSM or State Long Distance in compliance with this Agreement, shall create a contractual, agency, or any

other type of relationship or third party liability between JSM and State Long Distance end users or others.

8.4 Governing Law. This Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions and to applicable state and federal law.

8.5 Non-Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

8.6 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

8.7 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

To: Jerry Guetschow
Secretary & Treasurer
State Long Distance Telephone Company
216 West Walworth
PO Box 230
Elkhorn WI 53121-0230
Fax: (262) 723-8387
Voice: (262) 723-5300

To: Jeffrey Sohn
President
JSM Tele-Page, Inc.
N5764 CTH TT
PO Box 118
Sheboygan Falls WI 53085-0118
Fax: (920) 467-7582
Voice: (920) 467-7503

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

8.8 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

8.9 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

8.10 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

JSM TELE-PAGE, INC.,

STATE LONG DISTANCE TELEPHONE
COMPANY

By: _____

By: _____

Date: _____

Date: _____

Printed: Jeffrey Sohn

Printed: Jerry Guetschow

Title: President

Title: Secretary & Treasurer